

EXHIBIT A
TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant MARTIN, STURTEVANT, SILVERMAN & MARSHALL 555 Madison Avenue, New York, New York, 10022		2. Registration No. 3043
3. Name of foreign principal ARUBA TOURIST BUREAU	4. Principal address of foreign principal In the U.S. 1270 Avenue of the Americas New York, New York, 10022	
5. Indicate whether your foreign principal is one of the following type: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or <input type="checkbox"/> domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual - State his nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. Department of Tourism b) Name and title of official with whom registrant deals. Watti Chai Director		
7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom the registrant deals. c) Principal aim N/A		
8. If the foreign principal is not a foreign government or a foreign political party, a) State the nature of the business or activity of this foreign principal N/A		

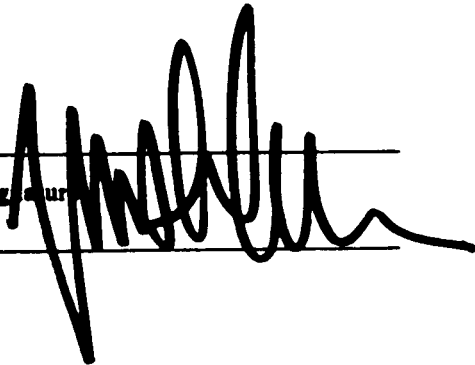
b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐
- Directed by a foreign government, foreign political party, or other foreign principal. . . . Yes ☐ No ☐
- Controlled by a foreign government, foreign political party, or other foreign principal . . . Yes ☐ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal . . . Yes ☐ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A	Name and Title	Signature
April 25, 1980	Jack H. Silverman Chairman	

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

OMB
No. 43-R435
Approval Expires Oct. 31, 1981
DEPARTMENT OF JUSTICE

MAY 15 11 45 AM '80

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

REGISTRATION UNIT
INTERNAL SECURITY
SECTION
CRIMINAL DIVISION

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
MARTIN, STURTEVANT, SILVERMAN & MARSHALL, INC.	ARUBA TOURIST BUREAU

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
 - ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
 - ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The above mentioned understanding will be performed by Martin, Sturtevant, Silverman & Marshall, Inc. which will represent the Aruba Tourist Bureau in the United States for the purpose of inviting United States and Canadian travellers to select Aruba as a vacation destination.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant is a New York corporation engaged in the creation and placement of advertising for various clients and will specifically write, design and place advertising on behalf of the foreign principal to attract tourists to the Island of Aruba.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B
April 25, 1980

Name and Title
Jack H. Silverman
Chairman.

Signature



^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Martin, Sturtevant, Silverman & Marshall, Inc.

Advertising

John C. Martin, Jr.
President

RECEIVED
DEPARTMENT OF JUSTICE
MAY 15 11 44 AM '60

RECORDS UNIT
INTERNAL SECURITY
SECTION
CRIMINAL DIVISION

ORIGINAL

TO: MR. WATTI CHAI
Director
Aruba Tourist Bureau
1270 Avenue of the Americas
New York, New York, 10022

We, Martin, Sturtevant, Silverman and Marshall hereby agree to serve as advertising agency for the ARUBA TOURIST BUREAU, in accordance with the following terms:

AGENCY SERVICES

We will perform the following services for you:

1. Study your problems, analyze your present and potential markets.
2. Employ in your behalf our knowledge of the available media and means which can profitably be used.
3. Formulate and recommend plans as needed.
4. In the execution of these plans, when approved by you, we will do the following:
 - a. Write, design, illustrate or otherwise prepare your advertisements for newspapers, magazines, radio, television, trade papers or other appropriate media.
 - b. Order the space, radio or television time, or other means to be used for your advertising, endeavoring to secure the most advantageous rates available.
 - c. Properly incorporate the message in mechanical or other form and forward it with proper instructions for the fulfillment of the contract.
 - d. Check and verify insertions, displays, broadcasts or other means used, to such degree as is usually performed by agencies.
 - e. Audit and pay invoices for space, radio or television time, preparation and services.
5. Cooperate with your sales efforts to make your advertising more effective.

GENERAL PROVISIONS

You agree to place all commissionable advertising you may do, during the life of the agreement, through our agency.

We agree to secure your approval of all expenditures in connection with your advertising.

We will take every reasonable precaution to safeguard any and all of your property entrusted to our custody or control, but in the absence of gross negligence on our part or willful disregard by us of your property rights, we are not to be held responsible for any loss; damage, destruction or unauthorized use by others of any such property.

You reserve the right, in your own best interests, to modify, reject, cancel or stop any and all plans, schedules, or work in process; and in such event we shall immediately take proper steps to carry out your instructions: but you agree to assume our liability for all authorized commitments, to reimburse us for all expenses incurred, and to pay us any related service charges in accordance with the provisions of this agreement.

Nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to media.

We will endeavour to the best of our knowledge and ability to guard against any loss to you through failure of media or suppliers properly to execute their commitments, but we shall not be held responsible for any failure on their part.

You will indemnify us against any loss we may sustain as the result of any claim, suit or proceeding made or brought against us based upon assertions made for your products or services or for any products or services of your competitors in any advertising which we may prepare for you and which you approve before its publication or broadcasting. You will also indemnify us against any loss we may sustain resulting from any claim, suit or proceeding made or brought against us for use of any agency-produced commercials by your dealers or by anyone else, when such claim, suit or proceeding arises out of our obligations under the applicable union codes or contracts relating to the airing of commercials.

We expressly reserve the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause publication of any advertisement or article which, in our judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to your interest or to ours.

CHARGES FOR ADVERTISING SPACE, RADIO AND TELEVISION TIME

You agree to pay us at current published rates for advertising run in all media. In those exceptional cases where an advertising medium allows no agency commission or less than 15 percent agency commission, you agree to pay us at current published rates plus an amount which, together with the commission, if any, allowed by media, will yield us 15 percent of our total charge to you before cash discount.

RATE ADJUSTMENTS

If, in a medium having a schedule of graduated rates, less space or time than contracted for is used, you are to pay us the difference, if any, between the rate billed and the rate actually earned, in accordance with such short rate payments we may be obligated to make. If more space or time than contracted for is used, we shall refund to you any excess you may have paid us in accordance with such refunds made to us by media.

We shall refund or credit to you any other funds received by us in connection with advertising space, time or materials, for which you have paid us.

CASH DISCOUNT ON INVOICES FOR ADVERTISING SPACE AND TIME

The exact amount of cash discount allowed to us by media for prompt payment will be allowed to you provided payment is made to us in accordance with the cash discount terms stated on our invoices, and provided that there is no overdue indebtedness at the time of payment.

CHARGES FOR MATERIALS AND SERVICES PURCHASED

You agree to pay us the net cost, before deduction of cash discount of all materials and services (other than space and time) purchased for you on your authorization, plus 17.65 percent for such net cost. Items to be billed on this basis include the following:

Artwork, layouts, engravings, electros, typography, mats, transcriptions, film, video tape and other mechanical parts, storyboards, jingles, radio and TV talent, programs, sports rights and facilities on which the agency does not receive commission from the broadcaster or producer, package design, testimonials, surveys contracted for with independent research organizations, etc. (If 15 percent agency commission on the gross amount is allowed by broadcasters on network or station shows or on talent or other production cost, such commission will be retained by us but no further agency commission will be added.)

Also postage, express, packing, import duties, long distance telephoning and telegraphing, traveling (but not to and from your main office), sales conventions, copyrighting or advertising matter, taxes incurred on your behalf, etc.

CASH DISCOUNT ON MATERIALS AND SERVICES PURCHASED

No cash discount is allowed on our bills for materials and services purchased for you since such bills usually represent funds already disbursed by us, such charges being accumulated and billed to you on completion of each job.

CHARGES FOR SPECIAL SERVICES PERFORMED BY US

For the services listed below, performed by us on your authorization (as distinguished from services bought outside our organization and referred to on page 3), you agree to pay us at the rates to be agreed upon:

Direct Mail	Storyboards
Publicity	Finished Art
Special Research	Package Design
Layouts	Jingles
Rescale Layouts and	Preparation of Sales and
Mechanical Make-up	Service Materials

ADVERTISING OUTSIDE THE U.S.

Since conditions vary from company to company and from country to country it is not feasible to establish in advance a firm policy regarding compensation to us for advertising which you may wish to adapt, translate or use in part or whole outside the U.S.

When, and if, this problem arises it is agreed that there should be a review to determine

- (a) whether the advertising be placed through our foreign offices or affiliates, or
- (b) if not through our offices or affiliates, what compensation should be made for the use of advertising created by us.

TERMS OF PAYMENT

The fundamental principle on which the client-agency financial relationship is based is that the advertising agency shall finance its own service, but not the advertising of its clients. Therefore it is essential that we collect from you in time to pay media.

Pursuant to the customs and standards of our industry, you agree to pay our invoices on payment dates stated thereon, usually within ten days of billing date.

We reserve the right in case of delinquency in your payments to us, or such impairment of your credit as in our opinion might endanger future payments to us, to change the requirements as to terms of payment under this agreement.

TERMINATION OF AGREEMENT

This agreement will become effective February 12, 1980 and shall continue in force from that date until terminated by 90 days' notice in writing given by either party to the other and sent by registered mail to the principal place of business of the party to whom such notice is addressed.

The rights, duties and responsibilities of the agency and advertiser shall continue in full force and effect during this period of notice, including the placing of advertisements in any print media whose closing dates fall within the 90-day notice period, and in any broadcast media whose date of broadcast falls within the 90-day notice period.

Any uncancellable contract made on your authorization, and still existing at the expiration of the agreed-upon interval following notice, shall be carried to completion by us and paid for by you unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

Any materials, services, etc., we have committed ourselves to purchase for your account, with your approval (or any uncompleted work previously approved by you either specifically or as part of a plan), shall be paid for by you.

Upon the termination of this agreement, we shall transfer, assign and make available to you, or your representative, all property and materials in our possession or control belonging to and paid for by you, and all information regarding your advertising. We also agree to give all reasonable cooperation toward transferring, with approval of third parties in interest, all reservations, contracts and arrangements with advertising media, or others, for advertising space, broadcasting time, or materials yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation.

However, at termination, unused or unpublished advertising created by us shall remain our property, regardless of whether or not the physical embodiment of the creative work is in your possession in the form of copy, art work, plates, film, video tape, etc.

EXAMINATION OF RECORDS

It is understood that you may at any time during the life of this contract, and upon reasonable notice, examine our files and records pertaining to the handling of your advertising.

BY _____
Martin, Sturtevant, Silverman & Marshall

CLIENTS ACCEPTANCE

This agreement is accepted

BY _____

DATE _____